

EXHIBIT 1-A  
**BWS Inspection Services, LLC**  
**Dispute Resolution and Jury Waiver Agreement**

BWS Inspection Services, LLC (“BWS”), seeks to work with its employees contractors to resolve disputes in an expeditious manner. Often times, issues can be resolved through discussions and negotiations. Other times, a more formal discussion facilitated by a third party might be necessary or appropriate. In some cases, a judicial resolution of the issues might be needed. To facilitate dispute resolution between itself and its employees and contractors, BWS has developed this Dispute Resolution and Jury Waiver Agreement (“Agreement”).

BWS and the undersigned including his/her heirs, executors, administrators, representatives, successors and assigns (collectively referred to as “you” or “your”) (you and “BWS” may be singularly referred to as “Party” and collectively referred to as “Parties”) hereby enter into this Agreement and expressly agree to be bound by its terms.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and BWS agree as follows:

**1. Nature of the Agreement:**

In your work for BWS, you will likely be assigned to work on projects for particular clients of BWS. Clients of BWS often require that personnel provided to work on their projects sign alternative dispute, arbitration, or similar agreements. This Agreement does not void, displace, waive or modify any alternative dispute, arbitration or similar agreement you have signed in connection with your work for any particular client of BWS. You remain fully bound to any and all such agreements you have signed or that you sign in the future, this Agreement notwithstanding. This Agreement applies only where you have not signed any alternative dispute, arbitration, or similar agreement specific to your work for a particular project or client of BWS, or when any such Agreement is inapplicable, void, or otherwise unenforceable as to a Claim made by you in connection with your work for BWS.

**2. Claims Covered by this Agreement**

Except for the claims set forth in the paragraph below, you and BWS mutually agree that any and all disputes, claims, or controversies (“Claim” or “Claims”) against BWS or any of its clients (who are third party beneficiaries of this Agreement) including, but not limited to, all claims arising out of your work with or on behalf of BWS, the terms or conditions of such work, your compensation for such work, how you were treated during such work, or the cessation of your working relation with BWS will be handled as set out in this Agreement. Claims covered by this Agreement include, but are not limited to, claims under the Age Discrimination in Employment Act; the Older Worker’s Benefit Protection Act; Title VII of the Civil Rights Act of 1964; the Fair Labor Standards Act; the Family and Medical Leave Act; the Americans with Disabilities Act of 1990; Section 1981 through 1988 of Title 42 of the United States Code; the Equal Pay Act; the Uniformed Services Employment and Reemployment Rights Act; the Workers Adjustment and Retraining and Notice Act; the Immigration and Reform Act; for discrimination or harassment on the basis of any status protected by law; for retaliation under these and any other laws; and any state or local anti-discrimination laws; or any other federal, state, or local law, ordinance or regulation based on any public policy, contract, tort, or common law or any claim for costs, fees, or other expenses

or relief, including attorney's fees.

This Agreement does not cover Claims for workers' compensation benefits [although it does cover claims for workers compensation retaliation] or for unemployment compensation benefits. Further, this Agreement does not prohibit the filing of an administrative charge with a federal, state, or local administrative agency such as the Equal Employment Opportunity Commission ("EEOC"), the National Labor Relations Board ("NLRB"), the Department of Labor ("DOL"), or the Texas Workforce Commission ("TWC"). Similarly, this Agreement shall not have any effect on governmental agencies such as the Equal Employment Opportunity Commission EEOC, the DOL, the NLRB, or TWC, which by operation of law may file lawsuits in their own name notwithstanding this Agreement. However, the substance of, and relief to be granted on, any Claim made by or on your behalf remains subject to this Agreement.

### **3. Class/Collective Action Waiver**

You and BWS intend and agree that (i) neither may assert any class, collective or representative action against each other, (ii) the procedures for asserting a class, collective or representative action apply to any proceeding in which a Claim is asserted; (iii) neither may proceed with any Claim as a member of a collective or class action with regard to a Claim, nor may either participate in any manner in a class or collective action, whether as a named plaintiff, as an opt-in or in any representative capacity; and (iv) you and BWS may each only submit or assert a Claim individually against the other, including any Claim asserting a pattern or practice of unlawful conduct, and may not seek to represent the interests of any other person or entity.

You and BWS agree that any Claim asserted by either of you will not be joined, consolidated or heard together with any Claim of any other person or entity, and expressly waive the right to commence, be a party to, or a class member of any group, collective action or class action filed in any court or other forum. This waiver includes but is not limited to any claims for wages, overtime, compensation, damages, attorneys' fees or other relief in sought or asserted in a collective manner pursuant to 29 U.S.C. 216(b) or any other provision of the Fair Labor Standards Act or its implementing regulations or class or collective action under other federal, state or local law.

### **4. Mutual Agreement to Negotiate in Good Faith**

If you are an employee, in the event that any issue arises between you and BWS in any way related to your work with BWS, you agree to report the issue according to BWS's then prevailing reporting policy. BWS will look into the reported issue according to its policies and you and BWS mutually agree to negotiate in good faith to resolve the issue, including through at least one face-to-face meeting between an authorized representative of BWS and you.

If you are a contractor, in the event that any issue arises between you and BWS in any way related to your work with BWS, you agree to report the issue to BWS's main office in Mexia, Texas in writing via email to Kasey Commander at [kasey.commander@bwsservicesllc.com](mailto:kasey.commander@bwsservicesllc.com) or by such other means as BWS may designate. A representative of BWS will be in contact with you to coordinate negotiation efforts, and you and BWS mutually agree to negotiate in good faith to resolve the issue, including through at least one face-to-face meeting between an authorized representative of BWS and you.

### **5. Mutual Agreement to Mediate**

If a dispute arising out of or related to your employment with or work for BWS cannot be settled through negotiation, the Parties agree that, prior to filing any lawsuit in a court of law to first try in good faith to settle the dispute through mediation. The Parties shall mutually agree to a mediator, with the Parties to equally share the mediator's fee. If the Parties cannot agree to a mediator, the Parties will each select a mediator and the two chosen mediators shall choose a third mediator, with each Party to bear the fees to be paid to its chosen mediator. The mediator so chosen shall conduct the mediation with the Parties to equally share the mediator's fee. A mediation under this Agreement will be conducted in Limestone County, Texas.

**6. The Mutual Agreement to Waiver of Jury and to Trial By the Court; Venue and Forum Selection**

In the event that an issue between you and BWS cannot be resolved through negotiation or mediation, you and BWS mutually agree to submit any and all Claims for trial in a Texas state district court located in Limestone County, Texas. The trial for any Claim shall be to the court, not a jury, with you and BWS mutually waiving any and all right to a trial by jury.

**7. Rules for Trial to the Court:** Litigation of a Claim under this Agreement shall be to the court and shall be subject to the following rules:

- a. Choice of Law: This Agreement is governed by the Federal Arbitration Act and Texas law is the substantive law that shall apply to any and all claims arbitrated under this Agreement, except that claims made under federal substantive law shall be governed by federal law.
- b. Timeliness of Claims and Defenses: Nothing in this Agreement extends, tolls or alters any applicable statute of limitations or other deadline for filing a Claim or defense thereto, nor does this Agreement eliminate or modify any exhaustion of administrative remedy requirements.
- c. Discovery: Litigation of a Claim will be subject to the Texas Rules of Civil Procedure, save and except that the parties agree to limit discovery as follows:
  - (i) Each Party shall be allowed 10 interrogatories, including sub-parts,
  - (ii) Each Party shall be allowed 10 requests for production, including sub-parts, and
  - (iii) Each Party shall be allowed two (2) depositions.
  - (iv) Electronic discovery directed to BWS is limited to searches of BWS e-mail accounts of no more than five (5) addresses for a twelve-month period and a maximum of five (5) search terms or phrases are permissible.

The judge of the district court may modify these limitations only when a compelling need for additional discovery is shown.

- d. Representation: You may proceed in a lawsuit under this Agreement with or without an attorney. Each Party is responsible to bear the costs and fees for their respective

attorney.

8. **Severability and Related Issues:** This Agreement shall be self-amending; meaning if by applicable law a provision is deemed unlawful or unenforceable that provision and the Agreement automatically, immediately and retroactively shall be amended, modified, and/or altered to be enforceable, the basic purpose of this Agreement being to avoid trial of any Claim by jury and to minimize the cost of resolving Claims.

9. **Other Issues**

- a. **Amendments:** BWS may amend or terminate this Agreement upon 30 days written notice, with the amendment or termination becoming effective at 12:01 am on the 31<sup>st</sup> day after the notice; provided, however, that this Agreement will remain binding on all Parties as to any Claims accruing prior to the effective date of the Agreement's change or termination, and any amendment to this Agreement shall apply only to Claims accruing on or after the effective date of such change.
- b. **No Employment Agreement / Employment At Will:** The terms and conditions described in this Agreement are not intended to, and do not, create a contract of employment for any specific duration of time. Employees of BWS serve on an at-will basis and the employment of an at-will employee can be ended at any time, without prior notice, by BWS or the employee.
- c. **Condition of Work for BWS:** It is a condition of your employment or contracting with BWS that you agree to be bound by the terms of this Agreement.
- d. **Survival:** This Agreement, including all subparts, survives the termination of your employment with or work for BWS.

10. **Receipt and Acknowledgement**

By your signature below, you acknowledge receipt of this Agreement. You also acknowledge that this Agreement is a legal document which, among other things, requires you to the dispute resolution procedures described in this Agreement, which might have otherwise been presented to a jury in a court of law.

[Remainder of Page Intentionally Blank]

**I KNOWINGLY AND FREELY AGREE TO THIS DISPUTE RESOLUTION AND JURY WAIVER AGREEMENT. I AFFIRM THAT I HAVE HAD SUFFICIENT TIME TO READ**

**AND UNDERSTAND THE TERMS OF THIS AGREEMENT, THAT I HAVE BEEN ADVISED OF MY RIGHT TO SEEK LEGAL COUNSEL REGARDING THE MEANING AND EFFECT OF THIS AGREEMENT PRIOR TO SIGNING, AND THAT I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM WAIVING MY RIGHT TO TRIAL BY JURY REGARDING ANY CLAIMS COVERED BY THE AGREEMENT. BY ISSUANCE OF THIS AGREEMENT, BWS AGREES TO BE BOUND TO ITS TERMS WITHOUT ANY REQUIREMENT TO SIGN THIS AGREEMENT.**

IN WITNESS WHEREOF, this Agreement is executed and effective as of the date below.

**Employee/Contractor:**

william Russell

Signed

william Russell

Printed Name

Dated

9/8/21